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2. **GENERAL CREDITORS**—*Rights in decedent's estate*—*Specific liens not recorded*. The rights of general creditors of a decedent are subject to all equities attaching to the decedent's estate at the time of his death. General creditors take the estate in the plight in which they find it, and their rights cannot be enlarged or enforced beyond their debtor's to the prejudice of a creditor who has taken a lien which he had not recorded, or which cannot be recorded. The creditor who seeks to assail the lien must come with a lien of judgment or otherwise giving him a right to charge the property specifically.

BREEDEN AND OTHERS V. HANEY AND OTHERS.—Decided at Richmond, February 10, 1898. *Harrison, J.* Absent, *Cardwell, J.*:

1. **EJECTMENT**—*Interlocks*—*Evidence of possession outside of interlocks*. In an action of ejectment to recover a larger tract of land, of which defendants claim title to two parcels or interlocks, it is not error to admit evidence of the possession of the plaintiff of the larger tract outside of the interlocks in controversy, where the plaintiff's claim is based on adverse possession under color of title. He has the right to show the character of his possession, and it is for the jury to determine whether it is such as the law requires in such cases.

2. **EJECTMENT**—*Interlocks*—*Possession of part of one of several interlocks*. Where two interlocks, acquired at different times from different persons, are claimed by a defendant in ejectment, and the plaintiff's title is based on adverse possession under color of title, he must show that he had possession of some portion of each interlock for the statutory period before his title can ripen and extend to the whole of both interlocks.

3. **EJECTMENT**.—*Interlocks*—*Possession*. A plaintiff in ejectment relying on adverse possession, although he may show adverse possession of other portions of a tract of land, cannot recover an interlock no part of which was ever in his actual possession, but which has been for a long time in the actual possession and enjoyment of the defendant.

ATLANTIC & DANVILLE R. CO. V. IRONMONGER.—Decided at Richmond, February 10, 1898. *Buchanan, J.* Absent, *Cardwell, J.*:

1. **NEGLIGENCE**.—*Driver and passenger*. The negligence of the driver of a vehicle cannot be imputed to a passenger therein, where the passenger, as in a case like this, is in the vehicle on the invitation of the owner and driver. If the passenger himself has been guilty of contributory negligence he is excluded from recovery on account of his own negligence, and not because of the negligence of the driver.

2. **HUSBAND AND WIFE**.—*Personal injury to wife*—*Loss of services*—*Cost of cure*. Notwithstanding the provisions of chapter 103 of the Code, the husband is still entitled to the services of the wife and is bound for her support; and, in an action by her to recover damages for personal injuries, loss of time, is not a proper element of damage, unless it be averred in the declaration and shown in the proof that she was a sole trader; nor are the costs of her cure, unless it be averred and proved that she paid such costs out of her separate estate.

3. **INSTRUCTIONS**—*Harmless error*. Erroneous instructions cannot be said to be

harmless when, under those instructions, it was the duty of the jury to take into consideration certain elements of damage which it could not have considered under proper instructions.

JACKSON V. PLEASANTON.—Decided at Richmond, March 17, 1898.

Buchanan, J. Absent, Cardwell and Harrison, JJ :

1. **PRINCIPAL AND AGENT**—*Sale by agent to principal—Disclosures—Burden of proof.* An agent may deal directly with his principal, and sell to him property he was employed to buy for him, provided he makes fair and full disclosure to his principal of all the facts and circumstances within his knowledge in any way calculated to enable his principal to judge of the propriety of the transaction, and there is no deception or concealment on the part of the agent; and, in a controversy between a principal and his agent over the validity of such an agreement, the burden of proof is on the agent to show such disclosure, and the perfect fairness of the transaction.

2. **ISSUE OUT OF CHANCERY**—*Issue set aside by appellate court—What decree entered.* It was error to award an issue out of chancery in this cause to establish a fact already sufficiently established by the evidence in the record; but the issue not having been tried before the appeal this court will set aside the issue, and enter such decree as the Circuit Court ought to have entered.

BIRCKHEAD V. CHESAPEAKE & OHIO RAILWAY CO.—Decided at Richmond, March 17, 1898.—*Keith, P. Absent, Cardwell, J:*

1. **COMMON LAW PLEADING**—*Demurrer to declaration—Demurrer sustained—Effect of amending.* Filing an amended declaration after a demurrer has been sustained to the original declaration is a waiver of objection to the court's action upon the demurrer. Nor is the result affected by a statement in the order of the court permitting the amendment that the plaintiff asks the leave without waiving his objection to the action of the court on the demurrer. The ruling of the court on the demurrer could only have been tested by a writ of error to the judgment sustaining the demurrer.

2. **RAILROADS**—*Personal injuries—Sufficiency of declaration.* In an action against a railroad company to recover damages for a personal injury alleged to have been inflicted on its track, through the negligent management of its engines and cars, it is insufficient to set forth the cause of action in the declaration in general terms, and aver that the injury was inflicted by the wrongful act, neglect, and default of the company. It is not necessary to set out the particulars of the defendant's misconduct.

CITY OF LYNCHBURG V. WALLACE—Decided at Richmond, March 17, 1898. *Keith, P. Absent, Cardwell, J; Harrison, J., dissenting :*

1. **CITY STREETS**—*Obstructions—Snow and ice—Negligence—Duty of passenger.* If a city negligently permits its sidewalks to become obstructed by the accumulation thereon of snow and ice, and, after notice thereof, fails to use due care to remove such obstruction, and in consequence thereof a passenger is injured, the